

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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KAREEM HASSAN, individually and on behalf
of all others similarly situated,

Plaintiff,

-against-

Case No.1:20-CV-03265
(LTS) (BCM)

FORDHAM UNIVERSITY,

Defendant.

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**AFFIDAVIT OF STEFANO A. TERZULLI IN SUPPORT
OF DEFENDANT'S MOTION TO DISMISS**

STATE OF NEW YORK)
) ss.:
BRONX COUNTY)

Stefano A. Terzulli, being duly sworn, deposes and says as follows:

1. I hold the position of Bursar/Director of Student Accounts for Defendant Fordham University ("Fordham").
2. As Bursar/Director of Student Accounts, I am a member of Fordham's Student Financial Services Department.
3. As Bursar/Director of Student Accounts, I oversee the preparation and collection of Fordham's Financial Responsibility Agreements with its students, which the Student Financial Services Department maintains in the ordinary course of business.
4. Based upon my review of the files within Fordham's Student Financial Services Department, which I oversee, a true and correct copy of Plaintiff Kareem Hassan's Financial Responsibility Agreement with Fordham, which the Student Financial Services Department maintains in the ordinary course of business, is attached hereto as Exhibit "A".

Stefano A. Terzulli

Stefano A. Terzulli

Sworn to before me this 3rd day
of September, 2020



Notary Public

DANIEL CORRELL
Notary Public, State of New York
No. 02CO6102892
Qualified in Nassau County 21
Commission Expires December 8, 2019.

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CERTIFICATE OF SERVICE

This is to certify that, on September 4 , 2020, a true and correct copy of the Affidavit Of Stefano A. Terzulli In Support Of Defendant's Motion To Dismiss has been served via ECF and overnight mail on Plaintiff's counsel at the email address of record set forth below:

Philip L. Fraietta, Esq.
Bursor & Fisher, P.A.
888 Seventh Avenue
New York, New York 10019
pfraietta@bursor.com
Attorneys for Plaintiff



Jonathan M. Kozak

EXHIBIT A



PERSONAL INFORMATION

First Name Kareem	Last Name Hassan	FIDN *****7464
Email Address khassan4@fordham.edu		

LEGAL AGREEMENT

PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class or receive any service from Fordham University ("University") I accept full responsibility to pay any and all costs associated with my registration and/or receipt of services. I further understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation) in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which the University is providing me educational services, and I promise to pay for all assessed tuition, fees and other associated costs by the assigned due date. I understand and agree that if I drop or withdraw from some or all of my classes for which I am registered, I will be responsible for paying all associated charges in accordance with the published tuition refund schedule at <http://www.fordham.edu/refunds>. I have read the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility to the University.

DELINQUENT ACCOUNT/COLLECTION

Financial Hold: I understand and agree that if I fail to pay what is owed to the University by the due date on the bill on which the charge was first billed, the University may place a financial hold on my student account, preventing me from registering for future classes, receiving transcripts, or receiving my diploma. The University may also cancel my registration and campus housing for non-payment of charges.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing Fordham University by the scheduled due date, Fordham University will assess late payment and/or finance charges at the rate of \$15 or 1.5% whichever is greater, per month on the past due portion of my student account until my past due account is paid in full.

Disputed Bill Charges: To dispute a charge a written statement explaining the item in question, the reason for disputing the item, and the amount in dispute must be submitted to and received by the appropriate office no later than the due date of the bill on which the charge first appears. The remainder of the bill must be paid by the due date to avoid late fees and holds.

Collection Agency Fees: I understand and accept that if I fail to pay any monies owed to Fordham University by the scheduled due date, or fail to make acceptable payment arrangements to bring my account current, Fordham University may refer my delinquent account to a collection agency. I further understand that I am responsible for paying Fordham University all collection agency fees, which may in the aggregate reach a maximum of 50% of the debt, plus all costs and expenses, including reasonable attorneys' fees, that the University incurs for efforts to collect any amount not paid when due. Finally, I understand that my delinquent account may be reported to the credit reporting agencies.

Method of Communication: I understand and agree that Fordham University uses my fordham domain assigned e-mail (@fordham.edu) as an official method of communication with me, and that therefore I am responsible for reading the emails I receive from Fordham University on a timely basis.



LEGAL AGREEMENT (cont.)

Contact: I authorize Fordham University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Fordham University, or to receive general information from Fordham University. I authorize Fordham University and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me.

Updating Contact Information: I understand and agree that I am responsible for keeping Fordham University records up to date with my current physical addresses, email addresses, and phone numbers. Upon leaving the University for any reason, it is my responsibility to provide Fordham University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Fordham University.

Financial Aid: I understand that aid described as "estimated" on my billing statement does not represent actual payment, but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program. I understand that my financial aid award(s) are contingent upon my continued eligibility, enrollment, and attendance. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked. If some or all of my financial aid is reduced because of changes in eligibility, I agree to repay any balance created as a result of the reduction in aid and loans.

Method of Billing: I understand that Fordham University uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time. E-bill information is available at www.fordham.edu/ebill

Entire Agreement: This agreement remains in effect for the duration of my continuous enrollment at Fordham. This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Fordham University and constitutes an agreement between the parties with respect to the matters described. This agreement may be modified by Fordham University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

☒ I agree that by electronically signing and submitting this document to Fordham University, I am signing this document in a manner that is the legal equivalent of having placed my handwritten signature on the document. I understand and agree that by electronically signing and submitting this document in this manner, I accept the terms of this agreement.

Applicant's E-Signature

Kareem Hassan

Date / Timestamp

07/25/2017 20:20:08

IP Address

74.105.182.57